

REMARKS

The Applicants acknowledge with appreciation the indication in the outstanding Office Action that claim 19 is directed to allowable subject matter and would be allowed if rewritten in independent form.

The claims have been amended for clarity and, except as noted below, each of the claims changes is for a reason unrelated to patentability. Thus, no estoppel should be considered to attach thereto. The Markush grouping of operations a-d of original claim 1 has been changed to recite operations a, c and d in combination, deleting operation b. Previous aspects of claim 1 are now covered by new claims 29 and 30. Claim 30 covers operation b of original claim 1.

Turning now to the prior art rejections, claims 1 and 3-7 stand rejected under 35 U.S.C. 102(b) as being clearly anticipated by U.S. Pat. No. 6,321,202 to Raveis Jr. (hereinafter "Raveis"). Claims 2 and 8-11 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis as applied to claim 2 above, and further in view of Official Notice. Claims 13-18 and 20-25 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis and further in view of "InterNest." Claim 12 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Raveis and further in view of U.S. Patent No. 6,253,188 to Witek et al. (hereinafter "Witek"). Claim 26 stands rejected under 35 U.S.C. 103(a) as being

unpatentable over Raveis in view of "InterNest" and further in view of Witek.

I. Rejection of claims 1 and 3-7 based on Raveis

A. The Office Action Position

Regarding instant claim 1, Section 1 the Office Action alleges that Raveis teaches an input-output means at a remote communication facility to enable a seller to sign up properties for inclusion as listing inventory data records in a database (col. 9 line 65 to col. 11 line 10, line 52-67).

With regard to instant claims 3, 6, and 7, Section 2 of the Office Action alleges these claims depend on an alternative limitation of instant claim 1 that has not been addressed by the Examiner because the prior art teaches at least one other of the limitations of instant claim 1, as alleged above, and weight was not given to the remaining limitations.

With regard to instant claim 4, Section 3 the Office Action alleges that Raveis teaches providing for a seller to specify selection criteria for data records and for the display of selected data records meeting the seller's selection criteria (col. 6, line 54 to col. 7 line 27; col. 9, line 65 to col. 10 line 63).

With regard to instant claim 5, Section 5 the Office Action alleges that Raveis teaches data exchange through the Internet and a web browser.

B. Applicants' Response

The Applicants respectfully note that Raveis teaches a system and method for sales, management and administrative personnel of a real estate company to gather, process and control data relating to real estate transactions. In addition, buyers and sellers (contacts) are provided access to information relating to the real estate transactions in which they are involved (col. 4, lines 25-34). Raveis further teaches that a real estate company engages sales agents to manage contacts (col. 5, lines 15-16).

Nowhere does the cited Raveis reference disclose that a seller without the assistance of an agent is enabled by computer input-output means at a remote communications facility to sign up properties for inclusion as listing inventory data records in a database, whereas Raveis throughout teaches a sales agent accessing/modifying data records in databases (see, e.g., col. 7, lines 51-62); col. 8, lines 28-39). Although the Office Action has cited various parts of the Raveis reference, none of these cited parts, nor the reference as a whole, either teaches or suggests that a seller, without the assistance of an agent, is enabled by computer input-output means at a remote communications facility to sign up properties for inclusion as listing inventory data records in a database.

To the contrary, Raveis teaches that a listing is a piece of

real estate which has been offered for sale through a sales agent of a real estate company (col. 10, lines 1-3), the sales agent being termed the listing agent (see, e.g., col. 8, lines 1-8). At col. 11, lines 19-44, Raveis teaches that a listing agreement must be signed with a real estate agent (the listing agent) by a seller for each property to be included in a listing database and such agreements commence a first phase in the cycle of a real estate transaction. Listing databases (col. 7, lines 4-8) are managed by listing agents (col. 7, lines 64-12). At col. 11, lines 28-30, once a listing agreement with a sales agent has been signed by a seller, Raveis teaches that data relating to a listing are entered into databases as soon as the data is available and not by a seller, without the assistance of an agent, using input-output devices at a remote communication facility, as alleged by the Office Action.

It is well-settled that anticipation under 35 USC 102 requires a single prior art reference in which all of the same elements are found in exactly the same situation and united in the same way to perform the identical function of that of the claimed invention. Since instant claim 1 recites a limitation of a computer input-output means at a remote communications facility that enables a seller, without the assistance of an agent, to sign up properties for inclusion as listing inventory data records in a database and

Raveis neither teaches nor suggests such subject matter, Raveis does not anticipate instant claim 1 or claims 3-7, dependent therefrom. Thus, these claims are allowable, and the rejection should be withdrawn.

Instant claim 4 depends from allowable instant claim 1 and is allowable for at least this reason. In addition, claim 4 recites subject matter that provides an independent basis for allowability in that the Raveis reference does not teach providing for a seller to specify selection criteria for data records and display of selected data records meeting the selection criteria. The portions of the Raveis reference cited by section 3 of the Office Action only describe possible data record formats for contacts and for listings. Therefore, since Raveis neither teaches nor suggests the subject matter of instant claim 4, it is submitted that claim 4 is allowable, and the rejection should be withdrawn.

II. Rejection of claims 2 and 8-11 based on Raveis and Official Notice.

A. The Office Action Position

In section 7, with regard to claims 2 and 10, the Office Action alleges that Raveis teaches a database including survey questions, survey responses, etc., but admits that Raveis does not teach either a buyer indicating properties visited or a buyer specifying an evaluation of a property visited. The Office Action

takes Official Notice that it is old and well-known in the art of real estate to visit time sharing and vacation places and receive a coupon, which indicates the visit, in order to receive a discount. The Office Action alleges that it would have been obvious to one of ordinary skill in the art to include, in the survey question and responses taught by Raveis, questions to determine if the potential buyer visited the properties in order to be rewarded and whether the potential buyer is interested in the property in order for the seller or the host to receive feedback from the potential buyer.

With regard to claim 8, Section 8 the Office Action takes Official Notice that it is old and well known in the art of the Internet to provide service to a third-party, and further alleges that one would be motivated to use an already existing service maintained by a third-party in order to save money.

With regard to claim 9, Section 9 the Office Action takes Official Notice that it is old and well known in the art of databases to store user profiles, and the Office Action further alleges that it would have been obvious to one of ordinary skill in the art to use the data collected by Raveis to create user profiles, since the use of profiles does not require the user to enter the data again, which saves time.

With regard to claim 11, Section 10 the Office Action takes

official Notice that it is old and well know in the art of real estate databases to rank real estate data using pricing and demographic data, and further alleges that it would have been obvious to display a range of listings ranked by price and demographic data in order to give the prospective buyer several options to choose from.

B. Applicants' Response

As discussed above, the 35 USC 102 rejection of claim 1 based on Raveis is unwarranted and claim 1 is considered to be in allowable condition. Therefore, instant claims 2 and 8-11, dependent therefrom, are allowable for at least this reason. Also, it is submitted that these dependent claims provide an independent basis for their individual allowability for at least the following reasons.

Raveis is not pertinent to claims 2 and 10. Raveis merely teaches a system and method for sales, management and administrative personnel of a real estate company to gather, process and control data relating to real estate transactions. In addition, buyers and sellers (contacts) are provided access to information relating to the real estate transactions in which they are involved (col. 4, lines 25-34). As admitted by the Office Action, Raveis does not anywhere disclose means for a buyer to input data indicating properties visited or an evaluation of

properties visited.

Although the Office Action cites the sales technique of offering a discount to potential buyers for visiting time-shares and vacation places, the Applicants note that in this scenario, the time-shares and vacation places are being "sold" by a dedicated sales organization wherein no listing agreement is signed by the seller with the individual members of the staff of the sales organization. Further, only one time-share facility or vacation place is being visited since only one is being offered by the dedicated sales organization.

No motivation exists for modifying Raveis in view of the Official Notice of discounts in time sharing sales.

Even assuming *arguendo* that multiple time-share properties and vacation places would be listed by a real estate company, Raveis only teaches surveying contacts (buyers and sellers) for feedback relating to performance of the real estate company, its agents and its employees during a real estate transaction (col. 3, lines 45 - 48). The Office Action did not give any reason why it would have been obvious to extend a survey intended to solicit an evaluation of real estate company performance to include input concerning the identity of the individual properties visited by a buyer (instant claim 2) as well as an evaluation of each of these individual properties by the buyer (instant claim 10).

There has to be some motivation to combine a prior art teaching with Official Notice to establish *prima facie* obviousness, and there is none here. A *prima facie* case of obviousness has not been made out by the Office Action because the combined teaching of the cited prior art and the Official Notice taken by the Office Action, taken as a whole, would not have suggested providing the level of detail involved in the buyer inputting the identity of actual properties visited and a detailed evaluation thereof, in order to achieve the goal of the survey taught by Raveis. And, further, the Office Action has not discussed why Raveis would apply to sellers of time-shares and vacation places since these properties would not require a move consultant, for example, and typically have a dedicated sales organization.

Therefore, it is respectfully submitted that the combination of Raveis and the Official Notice taken by the Office Action in section 7 does not render obvious the subject matter of instant claims 2 and 10, and the rejection should be withdrawn.

In addition, with regard to instant claim 8, the Office Action takes Official Notice that it is old and well known in the art of Internet to provide service to a third-party and alleges that the motivation to provide such service to a third-party is to save money. The Office Action did not discuss how this saving would be achieved and therefore it is unclear that exchanging listing

inventory data records with a third-party service would reduce costs rather than increase costs, e.g., the increased cost of building the data record retrieval procedures and the control mechanism for exchanging retrieved data records, or the increased cost of building selection procedures addressed to third party databases, etc., not to mention the cost of maintaining such custom interfaces over time.

Therefore, it is respectfully submitted that the combination of Raveis and the Official Notice taken by the Office Action in section 8 would not have rendered obvious instant claim 8, and the rejection should be withdrawn.

III. Rejection of claims 13-18 and 20-25 based on Raveis and "InterNest"

A. The Office Action Position

Regarding instant claims 13-16, section 12 of the Office Action alleges, *inter alia*, that Raveis teaches performing real estate transactions, automatically determining a commission to be paid to a company and to be paid to sales agents and other agencies and accounts facilitated by the system (col. 13, line 1 to col. 14 line 7). The Office Action admits that Raveis does not teach payment by the host of a rebate to the buyer, but that this is disclosed in "InterNest" since InterNest teaches the host acting as a real estate agent or brokerage and being paid by the seller and

passing 1% back to the buyer. The Office Action alleges that it would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's real estate transaction and InterNest's rebate to the buyer since one would be motivated to offer cash back to the buyer after buying a property instead of to an agent, since all the work is done by the host and the buyer.

Regarding instant claims 17, 18 and 20-25, section 13 of the Office Action alleges, inter alia, that Raveis teaches a host system for signing up sellers to pay commissions to the host, obtaining a listing inventory of property to be sold, maintaining databases at the host which contain data records of different types and chronologies; users remotely accessing via a communication network to specify selection criteria to search the database ... (col. 5, lines 21-64; col. 9 line 65 to col. 11 line 10 and lines 52-67). The Office Action further alleges that Raveis teaches automatically determining a commission to be paid to a company and to be paid to sales agents and other agencies and accounts facilitated by the system (col. 10, lines 9-21; col. 13, line 1 to col. 14 line 7). The Office Action admits that Raveis does not teach payment by the host of a rebate to the buyer, but alleges that it is disclosed in "InterNest" since InterNest teaches the host acting as a real estate agent or brokerage and being paid by the seller and passing 1% back to the buyer and that InterNest, as

disclosed by the Applicants, generates and delivers a rebate coupon to remotely accessing user (Applicants' Specification, page 7 lines 3-17). The Office Action further alleges that it would have been obvious to one of ordinary skill in the art to combine the teaching of Raveis's real estate transaction and InterNest's rebate to the buyer since one would be motivated to offer cash back to the buyer after buying a property instead of to an agent, since all the work is done by the host and the buyer.

B. The Applicants' Response

Claim 13 eliminates the function of the sales agent since all the work is done by the host and the buyer. In contrast, Raveis teaches that in the traditional real estate business model a real estate company uses a sales force of independent contractors or real estate agents to list and sell properties (col. 1, lines 13-20) and that real estate agents traditionally control the customer (buyer and seller) information (col. 1, lines 44-45). Raveis teaches that his invention is directed to a system and method that satisfies a need for managing real estate transactions which is highly endorsed and supported by real estate agents, satisfying a need for a proven business model (col. 6, lines 6-36).

Throughout, Raveis teaches that the object of his invention is to support the real estate agent in managing contacts and contact information (col. 7, lines 51-69) and managing listings by signing

up both buyers and sellers via an agreement with the agent (col. 11, lines 19-30). Raveis further teaches that his invention is endorsed by sales agents because it adds value for their contacts (buyers and sellers) and maintains commission levels (col. 12, lines 63-67). In the claimed invention of Raveis, every contact is associated with a real estate agent (see all independent claims of Raveis, i.e., limitations 1(a), 19(a), 30(a) 38(a) 41(a) 46(a)) and any modification to the teaching of Raveis intended to eliminate the sales agent would therefore render the invention taught and claimed by Raveis inoperable for its intended purpose of supporting the sales agents.

There is no motivation here to combine InterNest's teaching of a rebate to the buyer with the teaching of Raveis, as alleged in section 12 of the Office Action, in order to eliminate the sales agent (all the work is done by the host and the buyer (page 5, lines 14-16)) and by offering a cash rebate to the buyer instead of a sales commission to an agent. A *prima facie* case of obviousness has, therefore, not been made out by the Office Action in section 12 because the combined teachings of the cited prior art, taken as a whole, would not have suggested a system, such as the invention of instant claims 13, which eliminates the function of the sales agent since all the work is done by the host and the buyer. Such suggestion is lacking in the present case, and has not

been demonstrated in the Office Action.

Therefore, it is respectfully submitted that the combination of Raveis and "InterNest" does not render obvious instant claim 13, and the rejection should be withdrawn.

Claim 14 is allowable due to its dependence from allowable claims 1 and 13 and due to its recitation of subject matter providing an independent basis for allowability in that it recites enabling payments by electronic funds transfer. Therefore, Applicants respectfully submit that instant claim 14 is allowable and the rejection should be withdrawn.

Claim 15 is allowable due to its dependence from allowable claims 1 and 4 and due to its recitation of subject matter providing an independent basis for allowability in that it recites enabling potential buyers to negotiate, without the assistance of an agent, a purchase price of a selected property with the seller of that selected property. Therefore, Applicants respectfully submit that instant claim 15 is allowable and the rejection should be withdrawn.

Claim 16 is allowable due to its dependence from allowable claims 15 and due to its recitation of subject matter providing an independent basis for its individual allowability.

With regard to instant independent method claim 17, the above argument with respect to claim 13 applies equally to claim 17.

There is no motivation here to combine InterNest's teaching of a rebate to the buyer with the teaching of Raveis, as alleged in section 13 of the Office Action, in order to eliminate the sales agent (all the work is done by the host and the buyer (page 6, lines 10-12)) and by offering a cash rebate to the buyer instead of to an agent. A *prima facie* case of obviousness has, therefore, not been made out by the Office Action in section 13 because the combined teachings of the cited prior art, taken as a whole, would not have suggested a system, such as the invention of instant claim 17, which eliminates the function of the sales agent since all the work is done by the host and the buyer. Such suggestion is lacking in the present case, and has not been demonstrated in the Office Action.

Therefore, it is respectfully submitted that the combination of Raveis and "InterNest" does not render obvious instant claim 17, and the rejection should be withdrawn.

Claims 18 and 2-25 are allowable due to its dependence from allowable claim 17 and due to their recitation of subject matter providing an independent basis for allowability.

IV. Rejection of claim 12 based on Raveis and Witek

Claim 12 is allowable due to its dependence from allowable claims 4 and due to its recitation of subject matter providing an independent basis for its individual allowability.

V. Rejection of claims 27 and 28 based on Raveis, "InterNest" and Official Notice.

Claims 27 and 28 are allowable due to their dependence from allowable claim 25 and due to their recitation of subject matter providing an independent basis for its individual allowability. The argument above with respect to claim 8 applies equally to claim 27.

VI. Rejection of claim 26 based on Raveis, "InterNest" and Witek.

Claim 26 is allowable due to its dependence from allowable claims 25 and due to its recitation of subject matter providing an independent basis for its individual allowability. The argument above, as applied to the rejection of claim 10, applies with respect to the subject matter of claim 26 of capturing an evaluation of a toured property by a host in an evaluation record of a database.

For at least the above reasons, the Applicants respectfully submit that all grounds of rejection stated in the Office Action have been overcome. A Notice of Allowance is respectfully requested.

If any issues remain which may be best resolved through a telephone communication, the Examiner is requested to kindly telephone the undersigned at the local, Washington D.C. telephone number listed below.

Respectfully submitted,

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